Ingham v. *Primrose*, 7 C. B. N. S. 82. As there is no privity between the maker and a subsequent holder, the maker is under no duty to such a holder to refrain from signing such an instrument. But the relation of debtor and creditor between the depositor and the bank imposes upon the depositor a duty of care to the bank. *Timbel* v. *Garfield Nat. Bank*, 121 N. Y. App. Div. 870. On the grounds of business convenience a bank should only be required to ascertain the genuineness of the depositor's signature before paying the check. As the Negotiable Instruments Law provides that if an incomplete note is not delivered, it will not bind the maker, the principal case must be supported on the theory that the depositor owes the bank a duty not to place his signature on a check unless he expects it to be paid if regularly presented. See N. Y. Laws of 1898, ch. 336, § 34.

Bills and Notes — Negotiability — Certainty in Amount: Attorney's Fees. — A promissory note contained an additional promise to pay counsel fees if collected by an attorney. *Held*, that the instrument is not negotiable. *American Machinery & Export Co.* v. *Druge Bros.*, 74 Atl. 84 (Vt.).

Two elementary requirements of a negotiable note are: (1) that it must contain a promise to pay a sum certain in money; and (2) that it must not contain an independent agreement to do anything else. *Smith* v. *Nightingale*, 2 Stark. 375; *Martin* v. *Chauntry*, 2 Str. 1271. Apart from the cases which hold a promise to pay attorney's fees invalid because usurious, notes like the one in the principal case have been attacked as violating both of these requirements. *Woods* v. *North*, 84 Pa. St. 407; *First Nat. Bank* v. *Larsen*, 60 Wis. 206. But it is generally held that a promise to pay a certain sum and the current rate of exchange is negotiable, though the amount to be paid is mathematically uncertain. *Hastings* v. *Thompson*, 54 Minn. 184. *Contra*, *Philadelphia Bank* v. *Newkirk*, 2 Miles (Pa.) 442. And a note is negotiable though it contains a provision that the holder shall have the option of demanding something else instead of payment in money. *Hosstatter* v. *Wilson*, 36 Barb. (N. Y.) 307. Similarly it would seem that a note containing a promise to pay attorney's fees should be negotiable. Until maturity the amount to be paid is certain, and the additional promise cannot possibly impair the note's commercial usefulness. *Sperry* v. *Horr*, 32 Ia. 184; *Farmers' Nat. Bank* v. *Sutton Mfg. Co.*, 52 Fed. 191. Such is the rule adopted in the Negotiable Instruments Law. See Brannan, Neg. Inst. L. p. 2, § 2.

Carriers — Custody and Control of Goods — When Railroad Becomes Warehouseman. — A traveling salesman left his trunk four days at the defendant's terminal depot which was also the initial depot for his next trip. The lower court charged that the jury might consider the defendant's habit of allowing this, as a silent consent to keep the goods as a common carrier, and might hold it liable for destruction of the goods by fire without negligence. *Held*, that the instruction is correct. *McCoy* v. *Atlantic Coast Line*, 65 S. E. 939 (S. C.).

In South Carolina, strict carrier's liability begins when baggage is delivered within a reasonable time before transportation is to commence, although not yet checked, and after the arrival of the goods at their destination, seems to last until a reasonable time for their removal. *Fleischmann* v. *R. R.*, 76 S. C. 237. See *Murphy* v. *Ry.*, 77 S. C. 76. Notice of arrival would probably not then be required. See *Spears* v. *R. R.*, 11 S. C. 158. The custom of keeping the trunks might possibly bear on the reasonableness of the time since the last trip or before the next. But with only the facts reported, it is difficult to see how the railroad's failure, on former occasions, to object to keeping the trunks more than a reasonable time, can be construed as a consent to be responsible as common carrier rather than as warehouseman or gratuitous bailee.

Choses in Action — Manner and Effect of Assignment — Partial Assignment of Debt. — A assigned to her attorney B, such portion of a debt